

<i>SERFF Tracking Number:</i>	<i>WESA-125694020</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>United States Liability Insurance Company</i>	<i>State Tracking Number:</i>	<i>#29586 \$50</i>
<i>Company Tracking Number:</i>	<i>PROF-NDO-08-35</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0006 Directors &amp; Officers Liability</i>
<i>Product Name:</i>	<i>Non-Profit Directors &amp; Officers Liability</i>		
<i>Project Name/Number:</i>	<i>Non-Profit Directors &amp; Officers Liability Form Revision/PROF-NDO-08-35</i>		

## Filing at a Glance

Company: United States Liability Insurance Company

Product Name: Non-Profit Directors & Officers SERFF Tr Num: WESA-125694020 State: Arkansas

Liability

TOI: 17.0 Other Liability - Claims

SERFF Status: Closed

State Tr Num: #29586 \$50

Made/Occurrence

Sub-TOI: 17.0006 Directors & Officers Liability Co Tr Num: PROF-NDO-08-35

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts

Author: Westmont Associates

Disposition Date: 07/02/2008

Date Submitted: 06/23/2008

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: Non-Profit Directors & Officers Liability Form Revision

Status of Filing in Domicile: Pending

Project Number: PROF-NDO-08-35

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 07/02/2008

State Status Changed: 06/25/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Non-Profit Directors & Officers Liability Form Revision Submission

## Company and Contact

### Filing Contact Information

SERFF Tracking Number: WESA-125694020 State: Arkansas  
Filing Company: United States Liability Insurance Company State Tracking Number: #29586 \$50  
Company Tracking Number: PROF-NDO-08-35  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability  
Product Name: Non-Profit Directors & Officers Liability  
Project Name/Number: Non-Profit Directors & Officers Liability Form Revision/PROF-NDO-08-35

(This filing was made by a third party - westmontassociatesinc)

Jennifer Waldron, jenb@westmontlaw.com  
25 Chestnut Street (856) 216-0220 [Phone]  
Haddonfield, NJ 08033 (856) 216-0303[FAX]

**Filing Company Information**

United States Liability Insurance Company CoCode: 25895 State of Domicile: Pennsylvania  
25 Chestnut Street Group Code: 31 Company Type: Property and  
Casualty

Suite 105  
Haddonfield, NJ 08033 Group Name: State ID Number:  
(856) 216-0220 ext. [Phone] FEIN Number: 23-1383313  
-----

SERFF Tracking Number: WESA-125694020 State: Arkansas  
Filing Company: United States Liability Insurance Company State Tracking Number: #29586 \$50  
Company Tracking Number: PROF-NDO-08-35  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability  
Product Name: Non-Profit Directors & Officers Liability  
Project Name/Number: Non-Profit Directors & Officers Liability Form Revision/PROF-NDO-08-35

## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: Standard Form Filing Fee  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United States Liability Insurance Company	\$0.00	06/23/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
29586	\$50.00	06/12/2008

SERFF Tracking Number: WESA-125694020 State: Arkansas

Filing Company: United States Liability Insurance Company State Tracking Number: #29586 \$50

Company Tracking Number: PROF-NDO-08-35

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Non-Profit Directors & Officers Liability

Project Name/Number: Non-Profit Directors & Officers Liability Form Revision/PROF-NDO-08-35

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	07/02/2008	07/02/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	06/25/2008	06/25/2008	Westmont Associates	07/02/2008	07/02/2008

*SERFF Tracking Number:*      *WESA-125694020*      *State:*      *Arkansas*  
*Filing Company:*      *United States Liability Insurance Company*      *State Tracking Number:*      *#29586 \$50*  
*Company Tracking Number:*      *PROF-NDO-08-35*  
*TOI:*      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*      *17.0006 Directors & Officers Liability*  
*Product Name:*      *Non-Profit Directors & Officers Liability*  
*Project Name/Number:*      *Non-Profit Directors & Officers Liability Form Revision/PROF-NDO-08-35*

## **Disposition**

Disposition Date: 07/02/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: WESA-125694020 State: Arkansas

Filing Company: United States Liability Insurance Company State Tracking Number: #29586 \$50

Company Tracking Number: PROF-NDO-08-35

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Non-Profit Directors & Officers Liability

Project Name/Number: Non-Profit Directors & Officers Liability Form Revision/PROF-NDO-08-35

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Letter of Authorization	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Side-By-Side Comparison	Approved	Yes
Form (revised)	Fiduciary Liability Coverage Endorsement - Arkansas	Approved	Yes
Form	Fiduciary Liability Coverage Endorsement	Withdrawn	Yes

SERFF Tracking Number: WESA-125694020 State: Arkansas  
Filing Company: United States Liability Insurance Company State Tracking Number: #29586 \$50  
Company Tracking Number: PROF-NDO-08-35  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability  
Product Name: Non-Profit Directors & Officers Liability  
Project Name/Number: Non-Profit Directors & Officers Liability Form Revision/PROF-NDO-08-35

## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 06/25/2008

Submitted Date 06/25/2008

Respond By Date

Dear Jennifer Waldron,

This will acknowledge receipt of the captioned filing.

Please reference Form DO-256400 06-08, Page 3, Section VI, which states "maximum limit of liability...shall be the lessor of the amount specified in the Policy Declarations...or \$1,000,000.

AID Order # 2003-0108 requires that the minimum limit of liability for Fiduciary/Trust coverage, be no less than \$1,000,000 if the coverage contains defense payments within the limits of liability.

AID Order # 92-13 requires that the minimum limit of liability for N-P Directors and Officers coverage, be no less than \$500,000 if the coverage contains defense payments within the limits of liability.

You amend one of two ways: You must either change the minimum limit requirement to \$1,000,000 if this coverage is intended to be written as "stand alone" coverage apart from D&O, or you must confirm that the limits for this coverage endorsement will be no less than \$500,000 and also confirm that the endorsement will be attached only to the D&O coverage.

Please let me know how you wish to amend.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

## Response Letter

Response Letter Status Submitted to State

Response Letter Date 07/02/2008

Submitted Date 07/02/2008

Dear Edith Roberts,

SERFF Tracking Number: WESA-125694020 State: Arkansas  
 Filing Company: United States Liability Insurance Company State Tracking Number: #29586 \$50  
 Company Tracking Number: PROF-NDO-08-35  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability  
 Product Name: Non-Profit Directors & Officers Liability  
 Project Name/Number: Non-Profit Directors & Officers Liability Form Revision/PROF-NDO-08-35

**Comments:**

**Response 1**

Comments: Dear Ms. Roberts:

This is in response to your 6/25/08 Objection Letter regarding the above referenced submission.

The Limits of Liability and Retention provision of form DO-256 has been amended per your request and the revised endorsement has been attached for your review.

I hope this reply has satisfactorily addressed your concern. Please contact me if you have any questions or require additional information. Thank you for your careful and continued attention to this submission.

Sincerely,  
 Jennifer Waldron  
 Westmont Associates, Inc.  
 (856) 216-0220

**Changed Items:**

No Supporting Documents changed.

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Fiduciary Liability Coverage Endorsement - Arkansas	DO-256 AR	6/08	Endorsement/Amendment/Conditions	Replaced		0	DO-256 AR _06-08_.pdf
<b>Previous Version</b>							
Fiduciary Liability Coverage Endorsement	DO-256	6/08	Endorsement/Amendment/Conditions	Replaced		0	DO-256 _06-08_.pdf

No Rate/Rule Schedule items changed.



*SERFF Tracking Number:*      *WESA-125694020*      *State:*      *Arkansas*  
*Filing Company:*      *United States Liability Insurance Company*      *State Tracking Number:*      *#29586 \$50*  
*Company Tracking Number:*      *PROF-NDO-08-35*  
*TOI:*      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*      *17.0006 Directors & Officers Liability*  
*Product Name:*      *Non-Profit Directors & Officers Liability*  
*Project Name/Number:*      *Non-Profit Directors & Officers Liability Form Revision/PROF-NDO-08-35*

Sincerely,  
Westmont Associates

SERFF Tracking Number: WESA-125694020 State: Arkansas

Filing Company: United States Liability Insurance Company State Tracking Number: #29586 \$50

Company Tracking Number: PROF-NDO-08-35

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Non-Profit Directors & Officers Liability

Project Name/Number: Non-Profit Directors & Officers Liability Form Revision/PROF-NDO-08-35

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Fiduciary Liability Coverage Endorsement - Arkansas	DO-256 AR	6/08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 DO-256 (04/07) Previous Filing #:		DO-256 AR_06-08_.pdf

**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

**NON PROFIT PROFESSIONAL LIABILITY POLICY**

**FIDUCIARY LIABILITY COVERAGE ENDORSEMENT - ARKANSAS**

This endorsement provides coverage for **Loss** (as defined herein) and **Defense Costs** (as defined herein) for a **Wrongful Fiduciary Act** (as defined herein). There is no coverage provided by this endorsement for the **Administration** of any **Plan**.

For purposes of coverage provided by this endorsement only, USL DOJ (04-07) COMMON POLICY CONDITIONS and DO-100 (04-07) NON PROFIT DIRECTORS AND OFFICERS LIABILITY is amended as follows:

- I. The terms and conditions of the above referenced coverage forms that are applicable to “**Wrongful Act**” shall also apply to “**Wrongful Fiduciary Act**” except for Section VI. Lifetime Occurrence Reporting Provision.
  - II. Section III. DEFINITIONS, is amended as follows:
    - F. “**Employee**” does not include an independent contractor, volunteer or intern.
    - H. “**Insured**”, is deleted and replaced with the following:

“**Insured**” means the **Organization**, an **Employee Benefit Plan** and any **Fiduciary**.
    - I. “**Loss**” shall include damages and settlements which an **Insured** is legally obligated to pay as a result of a **Wrongful Fiduciary Act**, including a civil penalty of up to five percent (5%) imposed upon any **Fiduciary** under Section 502 (i) of **ERISA** and a civil penalty of up to twenty percent (20%) imposed upon an **Insured** under section 502 (l) of **ERISA**.
- “**Loss**” does not mean:
- a. That portion of any settlement or judgment which constitutes benefits due or to become due or which would be due, under the terms of an **Employee Benefit Plan**, including but not limited to attorney fees incurred by a beneficiary to recover benefits except to the extent that benefits and attorney’s fees are payable as a personal obligation of a **Fiduciary** because of a **Wrongful Fiduciary Act**;
  - b. Any **Loss** which is based upon, arises out of or is in consequence of the failure of an **Insured** to collect or ensure the collection of contributions owed by the **Organization** to an **Employee Benefit Plan** unless the failure is because of the negligence of any **Fiduciary**: or
  - c. The return or reversion to the **Organization** of any **Employee’s** contribution to the **Insured** if such contribution is or could be chargeable to any **Employee Benefit Plan**.

III. Section III. DEFINITIONS is amended to add the following:

Q. “**Administration**” means providing advice, counsel, notice or interpretation to individual **Employees**, participants or beneficiaries with respect to an **Employee Benefit Plan**; handling individual records in connection with an **Employee Benefit Plan**; or performing duties in connection with the enrollment, termination or cancellation of **Employees**, participants or beneficiaries under an **Employee Benefit Plan**. “**Administration**” does not mean performing duties required under **ERISA** for the notification and education of plan participants as a group, concerning any **Employee Benefits Plan**.

R. “**ERISA**” means the Employee Retirement Income Security Act of 1974.

S. “**Fiduciary**” means any past, present or future director, officer, trustee or **Employee** of the **Organization** who exercises discretionary authority or discretionary control respecting management of an **Employee Benefit Plan** or management or disposition of its assets, renders or has authority or responsibility to render investment advice for a fee, or has discretionary authority or responsibility in the administration of such plan.

T. “**Fiduciary Claim**” means:

(1) Any written notice received by any **Insured** that any person or entity intends to hold such **Insured** responsible for a **Wrongful Fiduciary Act**; or

(2) Any written demand for monetary or non-monetary relief received by any **Insured** seeking to hold such **Insured** responsible for a **Wrongful Fiduciary Act**; or

(3) Any judicial or administrative proceeding initiated against any **Insured** seeking to hold such **Insured** responsible for a **Wrongful Fiduciary Act**.

A **Fiduciary Claim** shall be considered first made when an **Insured** or its legal representative or agent first receives notice of such claim.

U. “**Employee Benefit Plan**” means any employee welfare benefit plan(s) or employee pension benefit plan(s) identified in the **Application** for this Policy as each are defined by **ERISA**, which is sponsored by the **Organization** solely for the benefit of **Employees** of the **Organization**. **Employee Benefit Plan** does not mean workers’ compensation, unemployment insurance, social security, or disability benefits or any similar benefits provided under any federal, state, or local law or common law.

V. “**Wrongful Fiduciary Act**” means any actual or alleged breach of the responsibilities, obligations or duties imposed on a **Fiduciary** by **ERISA**. The same **Wrongful Fiduciary Act**, and interrelated series of **Wrongful Fiduciary Acts** or a series of similar or related **Wrongful Fiduciary Acts** by one or more **Insureds** shall be deemed to be one **Wrongful Fiduciary Act** and to have commenced at the time of the earliest **Wrongful Fiduciary Act**.

However, **Wrongful Fiduciary Act** does not mean any actual or alleged negligent act, error or omission in the **Administration** of any **Employee Benefit Plan** by a **Fiduciary** or the **Organization**.

IV. Section IV, EXCLUSIONS, F. is deleted in its entirety.

V. Section IV, EXCLUSIONS is amended to add the following:

- O. The **Company** shall not be liable to pay any **Loss** or **Defense Costs** in connection with any **Fiduciary Claim** made against the **Organization** or any **Fiduciary** based upon, directly or indirectly arising out of or in any way involving the **Organization's** or **Fiduciary's** failure to obtain or maintain adequate insurance or bonds covering **Employee Benefit Plan** property or assets.

VI. Section V, LIMITS OF LIABILITY AND RETENTION, is amended to add the following:

- J. The maximum limit of liability of the **Company** for Fiduciary Liability under this endorsement shall be the amount specified in the Policy Declarations as "IN THE AGGREGATE". However, if the "IN THE AGGREGATE" limit is less than \$1,000,000, the limit of liability for Fiduciary Liability shall be \$1,000,000. **Defense Costs** for any **Fiduciary Claim** are included in and not in addition to the maximum limit of liability as set forth herein

VII. The following is added to COMMON POLICY CONDITIONS, XIII. CHANGES IN EXPOSURE:  
If after the inception date of this Policy:

- (1) an **Employee Benefit Plan** for which coverage is provided under this Policy is merged with an **Employee Benefit Plan** for which coverage is also provided under this Policy, this Policy shall continue in full force and effect as respects both plans; or
- (2) an **Employee Benefit Plan** for which coverage is provided under this Policy is merged with another **Employee Benefit Plan** for which coverage is not provided under this Policy, this Policy shall continue in full force and effect as respects the Covered Plan as to a **Wrongful Fiduciary Act** occurring prior to the date of such merger, but coverage will cease as respects any actual or alleged **Wrongful Fiduciary Act** occurring after the merger; or
- (3) an **Employee Benefit Plan** is sold or terminated, this Policy shall continue in full force and effect as respects a **Wrongful Fiduciary Act** occurring prior to the date of the sale or termination, but coverage will cease as respects any actual or alleged **Wrongful Fiduciary Act** occurring after the date of the sale or termination;

provided that the **Parent Organization** shall give the **Company** written notice of such merger, sale or termination as soon as practicable, but not later than 30 days after the effective date of the merger, sale or termination.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

*SERFF Tracking Number:*      *WESA-125694020*      *State:*      *Arkansas*  
*Filing Company:*      *United States Liability Insurance Company*      *State Tracking Number:*      *#29586 \$50*  
*Company Tracking Number:*      *PROF-NDO-08-35*  
*TOI:*      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*      *17.0006 Directors & Officers Liability*  
*Product Name:*      *Non-Profit Directors & Officers Liability*  
*Project Name/Number:*      *Non-Profit Directors & Officers Liability Form Revision/PROF-NDO-08-35*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: WESA-125694020 State: Arkansas  
Filing Company: United States Liability Insurance Company State Tracking Number: #29586 \$50  
Company Tracking Number: PROF-NDO-08-35  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability  
Product Name: Non-Profit Directors & Officers Liability  
Project Name/Number: Non-Profit Directors & Officers Liability Form Revision/PROF-NDO-08-35

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 07/02/2008

**Comments:**

**Attachment:**

AR NAIC.pdf

**Satisfied -Name:** Letter of Authorization **Review Status:** Approved 07/02/2008

**Comments:**

Attached is the Letter of Authorization

**Attachment:**

Westmont Authorization Letter.pdf

**Satisfied -Name:** Cover Letter **Review Status:** Approved 07/02/2008

**Comments:**

Attached is the cover letter for this submission.

**Attachment:**

Cover Letter - USLI.pdf

**Satisfied -Name:** Side-By-Side Comparison **Review Status:** Approved 07/02/2008

**Comments:**

Attached is a marked-up copy of the previously approved endorsement which clearly reflects the changes being made to this form.

**Attachment:**

DO-256 Comparison.pdf

**1. Reserved for Insurance Dept. Use Only**

[illegible]

a. Date the filing is received:	
b. Analyst:	
c. Disposition:	
d. Date of disposition of the filing:	
e. Effective date of filing:	
New Business	
Renewal Business	
f. State Filing #:	
g. SERFF Filing #:	
h. Subject Codes	

<b>3.</b>	<b>Group Name</b>	<b>Group NAIC #</b>
	Berkshire Hathaway, Inc.	0031

4.	Company Name(s)	Domicile	NAIC #	FEIN #
	United States Liability Insurance Company	PA	25895	23-1383313

5.	Company Tracking Number	PROF-NDO-08-35
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Contact info of filer(s) or corporate officer(s) (include toll free number):					
6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Jennifer Waldron Westmont Associates, Inc.	Supervisor	(856) 216-0220	(856) 216-0303	jenb@westmontlaw.com
	25 Chestnut Street, Suite 105, Haddonfield, NJ 08033				
7.	Signature of authorized filer		<b>Jennifer Waldron</b>		
8.	Please print name of authorized filer		Jennifer Waldron		

9.	Type of Insurance (TOI),	Please select from the drop down list. 17.0 - Other Liability	
10.	Sub-Type of Insurance (Sub-TOI)	17.0006 - Director's and Officers	
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	n/a	
12.	Company Program Title (marketing title)	Non-Profit Directors & Officers Liability Product	
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other: _____	
14.	Effective Date(s) Requested	New: <input type="checkbox"/> Upon Approval	Renewal: <input type="checkbox"/> Upon Approval
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
16.	Reference Organization (if applicable)	n/a	
17.	Reference Organization # & Title	n/a	
18.	Company's Date of Filing	6/23/08	
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved	



## Property & Casualty Transmittal Document ---

20.	<b>This filing transmittal is part of Company Tracking #</b>	PROF-NDO-08-35
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21.	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Submission of revised endorsement for Company's Non-Profit Director's and Officers Liability product.

22.	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [if a state requires you to show how you calculated your filing fees, place that calculation below]				
<table><tr><td><b>Check #:</b></td><td>29586</td></tr><tr><td><b>Amount:</b></td><td>\$50.00</td></tr></table>		<b>Check #:</b>	29586	<b>Amount:</b>	\$50.00
<b>Check #:</b>	29586				
<b>Amount:</b>	\$50.00				
<b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b>					
***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)					

## FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)  
**(Do not refer to the body of the filing for the forms listing, unless allowed by state.)**

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	PROF-NDO-08-35			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	n/a			

  

<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Fiduciary Liability Coverage Endorsement	DO-256 (6/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DO-256 (04/07)	
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1



# UNITED STATES LIABILITY INSURANCE GROUP

A BERKSHIRE HATHAWAY COMPANY

190 South Warner Road, P.O. Box 6700, Wayne, PA 19087-4391  
610.688.2535 888.523.5545 Fax 610.688.4391

1/7/2008

RE: United States Liability Ins Company: NAIC #0031-25895 FEIN#23-1383313  
Mount Vernon Fire Insurance Company NAIC #0031-26522 FEIN#23-1575334  
U.S. Underwriters Insurance Company NAIC #0031-35416 FEIN#23-2049904

Dear Sir or Madam,

In accordance with the applicable statutes and regulations of your state, Nancy Stepanski and Westmont Associates, Inc. is hereby authorized to file form, rate and rule filings on behalf of the above captioned companies.

Sincerely,

Mark Miller  
State Filings Manager  
United States Liability Insurance Group  
190 South Warner Road  
Wayne, PA 19087-2191

1.888.523.5545 X586  
Fax: 610.688.4391  
mmiller@usli.com



**WESTMONT  
ASSOCIATES, INC.**

June 23, 2008

The Department of Insurance  
Property and Casualty Division  
Forms Review Section

**RE: United States Liability Insurance Company /NAIC #25895**  
Non-Profit Directors and Officers Liability Product  
Form Revision Filing  
Company Filing #: PROF-NDO-08-35  
Effective Date: Upon Earliest Possible Approval

To Whom It May Concern:

Enclosed you will find a form revision being filed for the Company's Non-Profit Directors and Officers Liability product. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached revised version of form DO-256 for its currently filed and approved Non-Profit Directors and Officers Liability Insurance product:

New Form Number	Form Title	Old Form Number
DO-256 (06/08)	Fiduciary Liability Coverage Endorsement	DO-256 (04/07)

The revisions made to the form are to clarify the Company's intent. Please note that there is no rate impact associated with the revisions made to the attached form.

Your approval and/or acknowledgement of this submission is respectfully requested, with the earliest permissible effective date. Thank you for your attention to this matter.

Respectfully Submitted,

***Jennifer Waldron***

Jennifer Waldron  
Supervisor  
[jenb@westmontlaw.com](mailto:jenb@westmontlaw.com)

Enclosures

Cc: M. Miller

**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

**NON PROFIT PROFESSIONAL LIABILITY POLICY**

**FIDUCIARY LIABILITY COVERAGE ENDORSEMENT**

This endorsement provides coverage for **Loss** (as defined herein) and **Defense Costs** (as defined herein) for a **Wrongful Fiduciary Act** (as defined herein). There is no coverage provided by this endorsement for the **Administration** of any **Plan**.

For purposes of coverage provided by this endorsement only, USL DOJ (04-07) COMMON POLICY CONDITIONS and DO-100 (04-07) NON PROFIT DIRECTORS AND OFFICERS LIABILITY is amended as follows:

I. The terms and conditions of the above referenced coverage forms that are applicable to “**Wrongful Act**” shall also apply to “**Wrongful Fiduciary Act**” except for Section VI. Lifetime Occurrence Reporting Provision.

II. Section III. DEFINITIONS, is amended as follows:

F. “**Employee**” does not include an independent contractor, volunteer or intern.

H. “**Insured**”, is deleted and replaced with the following:

“**Insured**” means the **Organization**, an **Employee Benefit Plan** and any **Fiduciary**.

I. “**Loss**” shall include damages and settlements which an **Insured** is legally obligated to pay as a result of a **Wrongful Fiduciary Act**, including a civil penalty of up to five percent (5%) imposed upon any **Fiduciary** under Section 502 (i) of **ERISA** and a civil penalty of up to twenty percent (20%) imposed upon an **Insured** under section 502 (l) of **ERISA**.

“**Loss**” does not mean:

- a. That portion of any settlement or judgment which constitutes benefits due or to become due or which would be due, under the terms of an **Employee Benefit Plan**, including but not limited to attorney fees incurred by a beneficiary to recover benefits except to the extent that benefits and attorney’s fees are payable as a personal obligation of a **Fiduciary** because of a **Wrongful Fiduciary Act**;
- b. Any **Loss** which is based upon, arises out of or is in consequence of the failure of an **Insured** to collect or ensure the collection of contributions owed by the **Organization** to an **Employee Benefit Plan** unless the failure is because of the negligence of any **Fiduciary**; or
- c. The return or reversion to the **Organization** of any **Employee’s** contribution to the **Insured** if such contribution is or could be chargeable to any **Employee Benefit Plan**.

**Deleted: DIRECTORS AND OFFICERS LIABILITY**

**Deleted: NOTICE:** This endorsement provides Fiduciary Liability coverage as defined by **Wrongful Act** below and is not intended to replace Employee Benefits coverage available under your General Liability Insurance Policy. **Defense Costs** for a Fiduciary Liability **Claim** shall be part of the LIMIT OF LIABILITY.¶

¶ It is hereby agreed that:¶

¶ 1. . DO-100, Section III. DEFINITIONS, Paragraph H. is deleted and replaced with the following:¶

¶ H. “**Insured(s)**” means the **Organization**, the **Plan** and the **Fiduciaries**.¶

¶ 2. . DO-100, Section III. DEFINITIONS, Paragraph I. is amended by the addition of the following:¶

¶ **Loss** shall not include:¶

- (1) Any amount which constitutes benefits due or to become due under the terms of the **Plan**, except and to the extent that recovery under such benefits is based upon a covered **Wrongful Act** by an **Insured** who is a natural person and such benefits are payable as a personal obligation of such **Insured**;¶
- (2) Any amount which constitutes contributions owed by the **Organization** to the **Plan** which any of the **Insureds** failed to collect unless the failure is because of such **Insured’s** negligence; or¶
- (3) Any amount which constitutes the return or reversion to the **Organization** of any contribution or asset of the **Plan**.¶

¶ **Loss** will include:¶

The five(5) percent or less civil penalty imposed upon any **Fiduciary** under Section 502(l) of the Employee Retirement Income Security Act of 1964, as amended, and the twenty (20) percent or less penalty imposed upon an **Insured** under section 502(L) of the Employee Retirement Security Act of 1974, as amended with respect to covered settlements or judgments.¶

¶ 3. . DO-100, Section III. DEFINITIONS, Paragraph P. is amended to include the following:¶

¶ **Wrongful Act** means any actual or alleged breach of duty under **ERISA** by the **Insured** in connection with any **Plan**. However, **Wrongful Act** does not include any actual or alleged act, error, omission, misstatement, misleading statement or neglect in the ... [1]

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III. Section III. DEFINITIONS is amended to add the following:

**Q. “Administration”** means providing advice, counsel, notice or interpretation to individual **Employees**, participants or beneficiaries with respect to an **Employee Benefit Plan**; handling individual records in connection with an **Employee Benefit Plan**; or performing duties in connection with the enrollment, termination or cancellation of **Employees**, participants or beneficiaries under an **Employee Benefit Plan**. “Administration” does not mean performing duties required under **ERISA** for the notification and education of plan participants as a group, concerning any **Employee Benefits Plan**.

**R. “ERISA”** means the Employee Retirement Income Security Act of 1974.

**S. “Fiduciary”** means any past, present or future director, officer, trustee or **Employee** of the **Organization** who exercises discretionary authority or discretionary control respecting management of an **Employee Benefit Plan** or management or disposition of its assets, renders or has authority or responsibility to render investment advice for a fee, or has discretionary authority or responsibility in the administration of such plan.

**T. “Fiduciary Claim”** means:

(1) Any written notice received by any **Insured** that any person or entity intends to hold such **Insured** responsible for a **Wrongful Fiduciary Act**; or

(2) Any written demand for monetary or non-monetary relief received by any **Insured** seeking to hold such **Insured** responsible for a **Wrongful Fiduciary Act**; or

(3) Any judicial or administrative proceeding initiated against any **Insured** seeking to hold such **Insured** responsible for a **Wrongful Fiduciary Act**.

A **Fiduciary Claim** shall be considered first made when an **Insured** or its legal representative or agent first receives notice of such claim.

**U. “Employee Benefit Plan”** means any employee welfare benefit plan(s) or employee pension benefit plan(s) identified in the **Application** for this Policy as each are defined by **ERISA**, which is sponsored by the **Organization** solely for the benefit of **Employees** of the **Organization**. **Employee Benefit Plan** does not mean workers’ compensation, unemployment insurance, social security, or disability benefits or any similar benefits provided under any federal, state, or local law or common law.

**V. “Wrongful Fiduciary Act”** means any actual or alleged breach of the responsibilities, obligations or duties imposed on a **Fiduciary** by **ERISA**. The same **Wrongful Fiduciary Act**, and interrelated series of **Wrongful Fiduciary Acts** or a series of similar or related **Wrongful Fiduciary Acts** by one or more **Insureds** shall be deemed to be one **Wrongful Fiduciary Act** and to have commenced at the time of the earliest **Wrongful Fiduciary Act**.

However, **Wrongful Fiduciary Act** does not mean any actual or alleged negligent act, error or omission in the **Administration** of any **Employee Benefit Plan** by a **Fiduciary** or the **Organization**.

IV. Section IV, EXCLUSIONS, F. is deleted in its entirety.

Deleted: 5. DO-100, Section IV, EXCLUSIONS, Paragraph

V. Section IV, EXCLUSIONS is amended to add the following:

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- O. The **Company** shall not be liable to pay any **Loss or Defense Costs** in connection with any **Fiduciary Claim** made against the **Organization** or any **Fiduciary** based upon, directly or indirectly arising out of or in any way involving the **Organization's or Fiduciary's failure to obtain or maintain adequate** insurance or bonds **covering Employee Benefit Plan** property or assets.

VI. Section V, LIMITS OF LIABILITY AND RETENTION, is amended to add the following:

J. The maximum limit of liability of the **Company** for Fiduciary Liability under this endorsement shall be the lesser of the amount specified in the Policy Declarations as "IN THE AGGREGATE" or \$1,000,000. **Defense Costs** for any **Fiduciary Claim** are included in and not in addition to the maximum limit of liability as set forth herein.

Deleted: 7. DO-100, Section V, LIMITS OF LIABILITY, Paragraph C. is amended as follows:¶

¶ C. **Defense Costs** shall be in addition to the LIMIT OF LIABILITY as shown in the Declarations, except for when Items D., F. or J. (below) applies.¶

¶ 8. DO-100, Section V. LIMITS OF LIABILITY, is amended by the addition of the following:¶

¶ J. Any **Claim** involving any actual or alleged breach of duty under **ERISA** by the **Insureds** in connection with any **Plan**, the LIMIT OF LIABILITY will be the lesser of the Coverage Part A, EACH CLAIM Limit, shown in the Declarations or \$1,000,000 in the aggregate. **Defense Costs** for any claim involving any actual or alleged breach of duty under **ERISA** by the **Insureds** in connection with any **Plan** shall be part of the LIMIT OF LIABILITY and not in addition to the limit.

VII. The following is added to COMMON POLICY CONDITIONS, XIII. CHANGES IN EXPOSURE:

If after the inception date of this Policy:

- (1) an **Employee Benefit Plan** for which coverage is provided under this Policy is merged with an **Employee Benefit Plan** for which coverage is also provided under this Policy, this Policy shall continue in full force and effect as respects both plans; or
- (2) an **Employee Benefit Plan** for which coverage is provided under this Policy is merged with another **Employee Benefit Plan** for which coverage is not provided under this Policy, this Policy shall continue in full force and effect as respects the Covered Plan as to a **Wrongful Fiduciary Act** occurring prior to the date of such merger, but coverage will cease as respects any actual or alleged **Wrongful Fiduciary Act** occurring after the merger; or
- (3) an **Employee Benefit Plan** is sold or terminated, this Policy shall continue in full force and effect as respects a **Wrongful Fiduciary Act** occurring prior to the date of the sale or termination, but coverage will cease as respects any actual or alleged **Wrongful Fiduciary Act** occurring after the date of the sale or termination;

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provided that the **Parent Organization** shall give the **Company** written notice of such merger, sale or termination as soon as practicable, but not later than 30 days after the effective date of the merger, sale or termination.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

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**NOTICE:** This endorsement provides Fiduciary Liability coverage as defined by **Wrongful Act** below and is not intended to replace Employee Benefits coverage available under your General Liability Insurance Policy. **Defense Costs** for a Fiduciary Liability **Claim** shall be part of the LIMIT OF LIABILITY.

It is hereby agreed that:

1. DO-100, Section III. DEFINITIONS, Paragraph H. is deleted and replaced with the following:

H. "**Insured(s)**" means the **Organization**, the **Plan** and the **Fiduciaries**.

2. DO-100, Section III. DEFINITIONS, Paragraph I. is amended by the addition of the following:

**Loss** shall not include:

(1) Any amount which constitutes benefits due or to become due under the terms of the **Plan**, except and to the extent that recovery under such benefits is based upon a covered **Wrongful Act** by an **Insured** who is a natural person and such benefits are payable as a personal obligation of such **Insured**;

(2) Any amount which constitutes contributions owed by the **Organization** to the **Plan** which any of the **Insureds** failed to collect unless the failure is because of such **Insured's** negligence; or

(3) Any amount which constitutes the return or reversion to the **Organization** of any contribution or asset of the **Plan**.

**Loss** will include:

The five(5) percent or less civil penalty imposed upon any **Fiduciary** under Section 502(I) of the Employee Retirement Income Security Act of 1964, as amended, and the twenty (20) percent or less penalty imposed upon an **Insured** under section 502(L) of the Employee Retirement Security Act of 1974, as amended with respect to covered settlements or judgments.

3. DO-100, Section III. DEFINITIONS, Paragraph P. is amended to include the following:

**Wrongful Act** means any actual or alleged breach of duty under **ERISA** by the **Insured** in connection with any **Plan**. However, **Wrongful Act** does not include any actual or alleged act, error, omission, misstatement, misleading statement or neglect in the **Administration** of any **Plan** by the **Insureds**.

4. DO-100, Section III. DEFINITIONS is amended to include the following:

**Q.ERISA** means the Employee Retirement Income Security Act of 1974 including any revision or amendment thereto. **ERISA** does not include any law concerning workers'



compensation, unemployment insurance, social security, government mandated disability benefits or similar law;

**R.Fiduciaries** means any of the Directors, Officers, or Trustees, or any past, present or future employees of the **Organization** who are **Fiduciaries** as defined in **ERISA** with respect to any plan;

**S.Plan** means any employee benefit plan(s) or employee welfare plan(s) subject to **ERISA**, which is sponsored, maintained, operated or administered by the **Organization**;

**Administration** means interpreting or counseling, other than legal counseling, on benefits concerning any **Plan**, handling records in connection with any **Plan**, or activities affecting enrollment, termination or cancellation of employees under any **Plan**.

**Administration** however does not include compliance with any duty under **ERISA** to notify or educate plan participants as a group concerning any **Plan**.

*SERFF Tracking Number:*      *WESA-125694020*      *State:*      *Arkansas*  
*Filing Company:*      *United States Liability Insurance Company*      *State Tracking Number:*      *#29586 \$50*  
*Company Tracking Number:*      *PROF-NDO-08-35*  
*TOI:*      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*      *17.0006 Directors & Officers Liability*  
*Product Name:*      *Non-Profit Directors & Officers Liability*  
*Project Name/Number:*      *Non-Profit Directors & Officers Liability Form Revision/PROF-NDO-08-35*

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

<b>Original Date:</b>	<b>Schedule</b>	<b>Document Name</b>	<b>Replaced Date</b>	<b>Attach Document</b>
No original date	Form	Fiduciary Liability Coverage Endorsement	06/23/2008	DO-256 _06- 08_.pdf

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WAYNE, PENNSYLVANIA**

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  - II. Section III. DEFINITIONS, is amended as follows:
    - F. “**Employee**” does not include an independent contractor, volunteer or intern.
    - H. “**Insured**”, is deleted and replaced with the following:

“**Insured**” means the **Organization**, an **Employee Benefit Plan** and any **Fiduciary**.
    - I. “**Loss**” shall include damages and settlements which an **Insured** is legally obligated to pay as a result of a **Wrongful Fiduciary Act**, including a civil penalty of up to five percent (5%) imposed upon any **Fiduciary** under Section 502 (i) of **ERISA** and a civil penalty of up to twenty percent (20%) imposed upon an **Insured** under section 502 (l) of **ERISA**.
- “**Loss**” does not mean:
- a. That portion of any settlement or judgment which constitutes benefits due or to become due or which would be due, under the terms of an **Employee Benefit Plan**, including but not limited to attorney fees incurred by a beneficiary to recover benefits except to the extent that benefits and attorney’s fees are payable as a personal obligation of a **Fiduciary** because of a **Wrongful Fiduciary Act**;
  - b. Any **Loss** which is based upon, arises out of or is in consequence of the failure of an **Insured** to collect or ensure the collection of contributions owed by the **Organization** to an **Employee Benefit Plan** unless the failure is because of the negligence of any **Fiduciary**: or
  - c. The return or reversion to the **Organization** of any **Employee’s** contribution to the **Insured** if such contribution is or could be chargeable to any **Employee Benefit Plan**.

III. Section III. DEFINITIONS is amended to add the following:

Q. “**Administration**” means providing advice, counsel, notice or interpretation to individual **Employees**, participants or beneficiaries with respect to an **Employee Benefit Plan**; handling individual records in connection with an **Employee Benefit Plan**; or performing duties in connection with the enrollment, termination or cancellation of **Employees**, participants or beneficiaries under an **Employee Benefit Plan**. “**Administration**” does not mean performing duties required under **ERISA** for the notification and education of plan participants as a group, concerning any **Employee Benefits Plan**.

R. “**ERISA**” means the Employee Retirement Income Security Act of 1974.

S. “**Fiduciary**” means any past, present or future director, officer, trustee or **Employee** of the **Organization** who exercises discretionary authority or discretionary control respecting management of an **Employee Benefit Plan** or management or disposition of its assets, renders or has authority or responsibility to render investment advice for a fee, or has discretionary authority or responsibility in the administration of such plan.

T. “**Fiduciary Claim**” means:

(1) Any written notice received by any **Insured** that any person or entity intends to hold such **Insured** responsible for a **Wrongful Fiduciary Act**; or

(2) Any written demand for monetary or non-monetary relief received by any **Insured** seeking to hold such **Insured** responsible for a **Wrongful Fiduciary Act**; or

(3) Any judicial or administrative proceeding initiated against any **Insured** seeking to hold such **Insured** responsible for a **Wrongful Fiduciary Act**.

A **Fiduciary Claim** shall be considered first made when an **Insured** or its legal representative or agent first receives notice of such claim.

U. “**Employee Benefit Plan**” means any employee welfare benefit plan(s) or employee pension benefit plan(s) identified in the **Application** for this Policy as each are defined by **ERISA**, which is sponsored by the **Organization** solely for the benefit of **Employees** of the **Organization**. **Employee Benefit Plan** does not mean workers’ compensation, unemployment insurance, social security, or disability benefits or any similar benefits provided under any federal, state, or local law or common law.

V. “**Wrongful Fiduciary Act**” means any actual or alleged breach of the responsibilities, obligations or duties imposed on a **Fiduciary** by **ERISA**. The same **Wrongful Fiduciary Act**, and interrelated series of **Wrongful Fiduciary Acts** or a series of similar or related **Wrongful Fiduciary Acts** by one or more **Insureds** shall be deemed to be one **Wrongful Fiduciary Act** and to have commenced at the time of the earliest **Wrongful Fiduciary Act**.

However, **Wrongful Fiduciary Act** does not mean any actual or alleged negligent act, error or omission in the **Administration** of any **Employee Benefit Plan** by a **Fiduciary** or the **Organization**.

IV. Section IV, EXCLUSIONS, F. is deleted in its entirety.

V. Section IV, EXCLUSIONS is amended to add the following:

- O. The **Company** shall not be liable to pay any **Loss** or **Defense Costs** in connection with any **Fiduciary Claim** made against the **Organization** or any **Fiduciary** based upon, directly or indirectly arising out of or in any way involving the **Organization's** or **Fiduciary's** failure to obtain or maintain adequate insurance or bonds covering **Employee Benefit Plan** property or assets.

VI. Section V, LIMITS OF LIABILITY AND RETENTION, is amended to add the following:

- J. The maximum limit of liability of the **Company** for Fiduciary Liability under this endorsement shall be the lesser of the amount specified in the Policy Declarations as "IN THE AGGREGATE" or \$1,000,000. **Defense Costs** for any **Fiduciary Claim** are included in and not in addition to the maximum limit of liability as set forth herein.

VII. The following is added to COMMON POLICY CONDITIONS, XIII. CHANGES IN EXPOSURE:  
If after the inception date of this Policy:

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- (2) an **Employee Benefit Plan** for which coverage is provided under this Policy is merged with another **Employee Benefit Plan** for which coverage is not provided under this Policy, this Policy shall continue in full force and effect as respects the Covered Plan as to a **Wrongful Fiduciary Act** occurring prior to the date of such merger, but coverage will cease as respects any actual or alleged **Wrongful Fiduciary Act** occurring after the merger; or
- (3) an **Employee Benefit Plan** is sold or terminated, this Policy shall continue in full force and effect as respects a **Wrongful Fiduciary Act** occurring prior to the date of the sale or termination, but coverage will cease as respects any actual or alleged **Wrongful Fiduciary Act** occurring after the date of the sale or termination;

provided that the **Parent Organization** shall give the **Company** written notice of such merger, sale or termination as soon as practicable, but not later than 30 days after the effective date of the merger, sale or termination.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.